



State of Alabama Solicitation

Solicitation RFP 013 23000000001	Document Phase Final	Document Description Marketing Services
Procurement Folder 1645722	Creation Date 10/19/22	Print Date 10/31/22

Request for Proposals

CONTACTS

Contact Name	E-mail	Phone
Requestor: Tina Moore	tina.moore@labor.alabama.gov	334-309-9035
Issuer: Tina Moore	tina.moore@labor.alabama.gov	334-309-9035
Buyer: Tina Moore	tina.moore@labor.alabama.gov	334-309-9035

Bids will be accepted from: 11/04/22
to: 11/25/22

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures Should be Directed To The Buyer Contact Listed Above.

COMMODITY INFORMATION

Group: 1 **Line:** 1 **Line Type:** Service
Commodity Code: PRF29000004 **Quantity:**
Commodity Description: MARKETING SERVICES **Unit:**
Extended Description:

MARKETING SERVICES

SHIPPING AND BILLING

Shipping

DEPT OF LABOR CENTRAL RECEIVING
 LATREDA MCCAIN-LEE / 334-956-5857
 649 MONROE ST
 MONTGOMERY, AL 36131
 USA

Delivery Date:

Billing

DEPT OF LABOR
 TAMAYA ROBERTS/ 334-309-9040
 649 MONROE STREET
 MONTGOMERY, AL 36131
 USA

Delivery Type:

	Document Phase	Document Description	Page 2
2300000001	Final	Marketing Services	Total Pages: 10

GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.

1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP – From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert *location in RFP where contacts are identified, such as Section S or Item 2.*}

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

2. NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party’s designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. EXPENSES - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. REJECTION OF PROPOSALS - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. EXPENSES OF PROPOSAL – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. DISCLOSURE STATEMENT - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., *Code of Alabama 1975*. Copies of the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Documents/files/File-AL-Vendor-Disclosure-Statement.pdf> and <https://www.alabamaag.gov/Documents/files/Vendor-Disclosure-Instructions.pdf>.

	Document Phase	Document Description	Page 3
23000000001	Final	Marketing Services	Total Pages: 10

8. LEGISLATIVE CONTRACT REVIEW - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a

contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

	Document Phase	Document Description	Page 4
23000000001	Final	Marketing Services	Total Pages: 10

State of Alabama
Department of Labor
Request for Proposal
For
Marketing Services / Outreach Campaign
October 2022

	Document Phase	Document Description	Page 5
23000000001	Final	Marketing Services	Total Pages: 10

This Request for Proposal (RFP) is posted to seek an experienced communication firms to work with the Alabama Department of Labor (ADOL) in a marketing/outreach campaign as detailed in the Statement of Purpose below. The selected Service Provider(s) must meet the needs of the ADOL using digital communications and provide related services regarding creative content and tracking results of the campaign all at a competitive cost to the ADOL.

Statement of Purpose

The purpose of this request for proposal is to identify a communications firm that will work with the Alabama Department of Labor to:

- Promote awareness of new Unemployment Compensation “ombudsmen,” who will be located in various Career Centers across the state. This is a new program.
- Present a cohesive and effective statewide message informing Alabamians of the availability of this service.
- Develop creative assets to be used in this campaign. All assets must be translated in Spanish as well.
- Increase Alabamians’ understanding of the unemployment compensation program and processes.
- Increase awareness of Career Center services for both jobseekers and employers.
- Drive internet traffic to www.labor.alabama.gov and increase target audience’s participation in the UC Ombudsman service.
- Conduct market research to identify target audience, specifically areas of the state where there are a large number of unemployment compensation recipients.
- Utilize a diversified platform to deliver the Department’s message to its audience (including, but not limited to: digital marketing, broadcast marketing, print, outdoor, social media, and materials for in-house advertising, posters, brochures, etc.).
- Media planning and buying services to be provided by the proposer.

This RFP for ADOL Marketing Services / Outreach Campaign is issued by the ADOL. This is an open market opportunity with a preference for Alabama-based companies. For this solicitation only, interested Service Providers are encouraged to respond with the Service Provider’s letterhead for “Marketing Services /Outreach Campaign for ADOL.” Please carefully review details within this document prior to submitting your company’s RFP. The Service Provider’s RFP must include the following for evaluation and award considerations:

1. RFP must be valid for 90 days and provided on Company Letterhead and must contain contact name, business phone number(s), and e-mail address.
2. RFP must include a statement that the hourly rates and/or lump sum costs are firm and fixed.
3. Service Providers are to provide headquarters address and other offices, years in business, ownership, agency leadership with bios, number of employees, description of provider’s philosophy, and what makes the agency unique or different.
4. Service Provider must not submit a proprietary or confidential RFP.
5. Service Providers must list current state clients and describe any potential conflicts.

	Document Phase	Document Description	Page 6
2300000001	Final	Marketing Services	Total Pages: 10

6. Service Providers must concisely describe its capabilities (yes or no) in each category and, if yes, whether services are provided by in-house staff or are outsourced and to whom. Please limit the description to no more than two pages.
 - A. Account management
 - B. Brand planning and research
 - C. Creative development and execution
 - D. Copy editing and proofing
 - E. Mobile and traditional platform experience
 - F. Production of video elements
 - G. Social media management
 - H. Shopper marketing
 - I. Media planning and buying
 - J. Ability to reach consumers statewide
 - K. Geo targeting
 - L. Search retargeting, site retargeting, behavioral targeting, contextual targeting experience
 - M. Local account representatives
 - N. Result tracking capabilities

7. Service Providers must provide a case study which demonstrates ability to provide items outlined in Statement of Purpose above. For each case study include a phone number and email address, to allow ADOL the opportunity to assess and validate the Service Provider's experience.
 - a. Provide at least one, but preferably two case studies
 - b. Include the strategy, execution, and results
 - c. Examples of work are strongly encouraged

8. Include two additional case studies, preferably within the last two years, of your best work regardless of industry or campaign subject which demonstrates ability to provide items outlined in Statement of Purpose above. For each case study include a phone number and email address, to allow ADOL the opportunity to assess and validate the Service Provider's experience.
 - a. Include the strategy, execution, and results.

9. RFPs failing to meet the qualifications may be subject to disqualification.

10. Service Provider must provide, at a minimum, a statement affirming and agreeing to the required scope of services and provide descriptions of the solutions and services that will be performed to meet the objectives and requirements stated within this RFP. Service Provider must provide a high-level Implementation Plan, Work Breakdown Structure (WBS) and project schedule for the required services to be delivered.

11. Service Providers must clearly articulate in a separate section of its response any assumptions made in preparing the response. Service Provider must provide examples of marketing material to demonstrate creativity.

	Document Phase	Document Description	Page 7
23000000001	Final	Marketing Services	Total Pages: 10

12. RFP must be in the defined format, must be complete, and must meet the mandatory qualification. The proposed total in the RFP will be used for evaluation purposes only and is not a guarantee of agents and staff needed.
13. ADOL will only compensate the Service Provider for one-time fees and on a time and materials (T&M) basis for actual hours consumed based on pricing in the agreement.
14. ADOL may request interviews or presentations to validate the RFP; ADOL may request interviews/presentations from the highest-ranked Service Providers and reserves the right to bypass interviews and presentations altogether.
15. ADOL will rank the Service Providers based on the best value including, but not limited to, the proposed solutions and services; proposed staff experience and expertise; company's experience and capacity; Proposed Implementation Plan, WBS and Project Schedule; time to market for the services; Alabama preference and Total Cost of Ownership inclusive of proposed fees.
16. ADOL will apply an Alabama Based Preference to qualifying RFPs that include sufficient evidence of having a substantial base in the State of Alabama. This preference will be applied to the proposed fees and may be used to select the winning Service Provider in the event that best value among multiple Service Providers are determined to be comparably equivalent best value by ADOL.
17. ADOL may not award to a Service Provider deemed not responsive or responsible, including not in good standing with previous clients or the public sector, has unsatisfactory references, etc.
18. RFP Award will be based on best value and formalized via a contract between the selected Service Provider and ADOL.
19. ADOL may, at its sole discretion, waive minor errors or omissions in the RFPs.
20. ADOL reserves the right to request clarifications from Service Providers.
21. ADOL may select a single Service Provider or multiple Service Providers for contract award because of this RFP or cancel the RFP.
22. Service Providers must organize its RFP as follows (preferably separated by tabs).
 - a. Cover Letter on the Service Provider's letterhead that addresses items 1, 2 and 3 above.
 - b. Organization Experience and Capabilities Tab that addresses items 4, 5, and 6 above.
 - c. Requirements Tab that addresses items 7 and 8 above.
 - d. Proposed Services Tab that addresses items 10 and 11 above.
 - e. Alabama Preference Tab, if applicable, that addresses item 16 and the requirements within the RFP.
 - f. Fees Tab that identifies all costs and addresses the requirements within the RFP.
 - g. The following completed forms:
 - i. State of Alabama Disclosure Statement**.
 - ii. Certificate of Compliance with the Beason – Hammon Act**.

	Document Phase	Document Description	Page 8
23000000001	Final	Marketing Services	Total Pages: 10

- iii. Immigration Status form**.
- iv. E-verify memorandum of Understanding (available at www.uscis.gov/e-verify)
- v. W-9 with current date (available at www.irs.gov/pub)

** For a copy of approved State of Alabama forms, please send an email request to Tina Moore at tina.moore@labor.alabama.gov.

In developing its Response, Service Providers must fully and appropriately plan and price their RFP, including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP.

The Service Provider's response must contain the following components identified in a-f above, at a minimum. RFPs must be organized in the order described and wherever appropriate, sections of the response should make reference by section number to those RFP requirements to which they correspond.

All Potential Service Providers must be registered in Alabama BUYS (formerly STAARS) before the RFP is submitted. Registration is free and vendors can register at <https://alabamabuys.gov>

All questions should be submitted through the STAARS system at <https://procurement.staars.alabama.gov>. Responses to Vendor questions will be posted within two (2) business days. The cutoff date for all questions concerning this RFP is 3:00 PM CST, Thursday, November 10, 2022.

RFPs should be submitted via email no later than 5:00 PM CST, Friday, November 25, 2022. The subject must state "Marketing Services/Outreach Campaign". The complete proposal must be in PDF format, including all required forms. All signatures must be in blue ink. The PDF document must show all signatures in blue ink. RFPs must be good for 90 days and late submissions will not be evaluated for the RFP award. ADOL will make the award, if any, by Friday, December 2, 2022.

Alabama Presence

For purposes of this RFP, ADOL is applying a 5-point Alabama preference to RFPs that satisfy one of the two criteria below.

1. A Service Provider is an Alabama company if the company is headquartered in Alabama where services are produced/performed. Service Providers are to indicate the physical address of its Alabama headquarters and the total number of Alabama and Nationwide employees, respectively.
2. A Service Provider based within the state of Alabama when the following criteria are met:
 - a. Service Provider has paid the required taxes due the state of Alabama.
 - b. Service Provider is registered with the {Alabama Secretary of State}.
 - c. Sufficient supporting documentation must be provided to demonstrate meeting items 'a' or 'b' above.

The 5-point Alabama preference is for the sole purposes of evaluating and selecting Service Provider(s) for contract award and does not alter the Service Providers proposed pricing and firm rates.

	Document Phase	Document Description	Page 9
23000000001	Final	Marketing Services	Total Pages: 10

Fee

Service Providers are to provide proposed fees based on the items listed in the Statement of Purpose above. Items should indicate one-time pricing and/or hourly rate pricing. Any pricing that is not one-time should include as total cost by estimating the rate and quantity/units required. ADOL will compensate the Service Provider according to the one-time fees and on a Time and Material basis as described below.

The estimated total fees are for evaluation purposes only and is not a guarantee of agents or staff needed under this agreement. Depending on the issues and direction by ADOL, the Service Provider will provide actual hours worked by labor category at the firm, fixed rates in the agreement and invoice ADOL monthly for actual hours by resource category and in accordance with the pricing established in the agreement. ADOL estimates require:

In addition, Service Providers may attach the pricing model to the proposed fee table.

Ownership of Deliverables

1. All Deliverables provided by the Service Provider under this contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/ records, or other media, are the property of ADOL, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Service Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Service Provider will not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for ADOL and Service Provider to use such copyrighted material in the manner provided herein. Service Provider agrees that all Deliverables will be made freely available to the public unless ADOL determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.
2. All Deliverables provided or produced pursuant to this contract will be considered "works made for hire". ADOL is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ADOL, Service Provider agrees to, and by executing this contract does, assign ADOL all worldwide rights, title, and interest in and to the Deliverables. ADOL acknowledges that its sole ownership of the Deliverables under this Contract does not affect Service Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that Service Provider developed prior to or as a result of this Contract or that are generally known and available.
3. Service Provider understands that it must submit a written request to ADOL and receive express written permission from ADOL to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ADOL's approval of the inclusion of pre-existing, proprietary materials is predicated on Service Provider granting to ADOL and the State of Alabama a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that

	Document Phase	Document Description	Page 10
23000000001	Final	Marketing Services	Total Pages: 10

are included in the Deliverables under this Contract. Upon request by Service Provider, ADOL will incorporate into any future copies of the Deliverables under this contract any proprietary notice(s) Service Provider may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ADOL or an advertisement for Service Provider.

Effective Date of the Contract

It is expressly understood by both ADOL and Service Provider that this contract will not be valid and enforceable until the date the Alabama Governor approves via signature.